

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IMMIGRATION AND NATURALIZATION SERVICE
THE CIVIL AIR PATROL, AND
THE CIVIL AIR PATROL-UNITED STATES AIR FORCE**

1 OCT 1998

1. **Purpose.** The purpose of this Memorandum of Understanding (MOU) is to set forth, define and establish mutual agreements, understandings, and obligations by and between the Immigration and Naturalization Service (INS) and the Civil Air Patrol, Inc. (CAP) for search of distressed persons.

2. **The Civil Air Patrol, Inc.** Civil Air Patrol is a federally chartered corporation under Title 36 U.S.C. 201-208, and the volunteer civilian auxiliary of the United States Air Force (USAF). One of CAP's principal functions is to assist federal agencies and state and local governments in responses to natural disasters and other emergencies. CAP's ability to quickly generate and organize large numbers of highly trained and motivated volunteers with ready access to up-to-date equipment results in extremely cost-effective support to government agencies.

3. **The Immigration and Naturalization Service.** The INS is responsible for administering and enforcing the Immigration Act and all other laws relating to immigration and naturalization of aliens.

4. **Air Force Authorized CAP Missions for INS (Non-Air Force Reimbursed).** The CAP agrees to provide the INS with volunteer personnel, equipment and other resources at its disposal to assist the INS to respond to the following types of missions:

a. Air Search Operations.

b. Transportation of INS Officials and Other Non-CAP Members. CAP may carry INS officials as passengers on CAP Aircraft as authorized by CAPR 60-1. Pre-approval to carry any other non-CAP passenger aboard a CAP flight must be obtained from HQ CAP-USAF/XO.

5. **Command and Control.** Immediate command and control over all CAP resources and personnel employed in accordance with this MOU, shall rest with CAP at all times. Any party to this MOU may suspend or terminate CAP missions conducted pursuant to it, at any time and for any reason, to include but not limited to, unsafe operating conditions. All CAP operations conducted pursuant to this MOU shall be conducted in strict accordance with applicable CAP directives.

6. **Reimbursement.** CAP shall be reimbursed for the following expenses in accordance with CAPR 173-3 in support of the CAP/INS mission:

- (a) Fuel and oil (aviation and automotive gasoline).
- (b) Commercial communications expenses.
- (c) Aircraft maintenance.
- (d) Per Diem and travel, as appropriate.
- (e) Administrative expenses.
- (f) Required mission equipment as tasked by the INS.

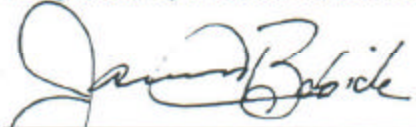
Requests for reimbursement will follow CAPR 173-3 procedures and rates not to exceed the

Joint Travel Regulations in effect at the time of travel. The MOU operating procedures will outline reimbursement procedures.


7. **Air Force Assigned Missions.** Approval of this MOU by the CAP-USAF Commander confers Air Force assigned mission status upon missions listed in paragraph 4 above. Air Force assigned mission status serves to confer Federal Tort Claims Act (FTCA) and Federal Employees Compensation Act (FECA) coverage on eligible CAP members. CAP-USAF/JA will serve as the initial point of contact for all FTCA and FECA claims generated by these missions, and will coordinate their processing with other agencies as appropriate. The INS does not incur FTGA/FECA liability.

8. **Operational Annex.** In order to provide flexibility and efficiency of operations, the INS Executive Associate Commissioner for Policy and Planning, HQ CAP/DO, and HQ CAP-USAF/XO shall prepare an annex to this MOU spelling out standard operating procedures. These parties are authorized to compile, execute, and modify this annex from time to time in keeping with the terms of this MOU.

9. **Effective Date.** This Memorandum of Understanding is not effective unless approved by all parties. It must be signed by an authorized representative of the INS and shall remain in effect for a period of three years from its effective date. It may be extended for additional three-year periods with the approval of HQ CAP, HQ CAP-USAF, and the INS. Any signatory may terminate this agreement by delivering a sixty-day written notice of termination, signed by its designated representative, to the designated representatives of each of the other signatories.



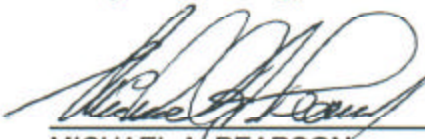
JAMES C. BOBICK
Brigadier General, CAP
National Commander



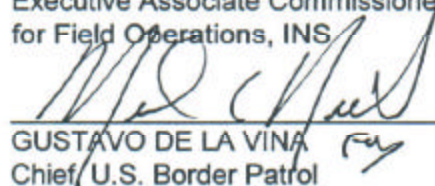
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**OPERATIONAL PROCEDURES FOR
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE IMMIGRATION AND NATURALIZATION SERVICE
THE CIVIL AIR PATROL AND
CIVIL AIR PATROL-UNITED STATES AIR FORCE**

1 OCT 1998

1. Training, Qualification, and Clearance.

a. As a minimum, CAP aircrews/ground teams participating in support of the Immigration and Naturalization Service (INS) shall be current and qualified as SAR/DR Mission Pilots, Mission Observer/Scanner, or Ground Team member (as applicable) in accordance with CAP Regulations 50-15, 55-1, and 60-1.

b. The INS will provide training to CAP aircrews on characteristics to look for when searching for distressed persons.

c. The INS will develop mission launch criteria that will define when CAP aircrews may initiate a search mission for distressed persons in the designated areas. These criteria may vary from area to area to reflect variances in topography, climate, etc. that impinge on the criteria for a distress mission. CAP may initiate this mission after these criteria are established and training is complete.

2. Mission Tasking.

a. CAP agrees to support INS's borderwide Public Safety Initiative by furnishing CAP aircraft, volunteer aircrews, and ground teams (as available) to conduct search and rescue missions as requested by INS. CAP personnel will not engage in law enforcement activities. All CAP missions will be performed under CAP directives.

b. INS requests that CAP provide search coverage for distressed persons in the following areas (but not limited to):

(1) Texas: Kenedy County – southern county line north to Baffin Bay and Los Olmos Creek.

(2) Arizona: San Luis – From Route 95, east to a north/south line 12 miles east of San Luis, north from U.S./Mexico border to Interstate 8.

(3) California:

(a) Imperial County:

1. East of Calexico – Imperial Valley north to Chocolate Mountains.

2. West of Calexico – West of Calexico suburbs, north to Interstate 10.

(b) San Diego County: Eastern one-half of county from one to five miles from the

border.

c. CAP will perform aerial search as determined by the INS for distressed persons in the areas designated above. The aircrew will determine search parameters based on CAP regulations, terrain coverage, ability to sight a person in distress, and ability to search the designated area.

d. Command of CAP resources is retained at all times with the appropriate Wing Commander.

e. CAP support is provided only "if available" as determined by the local CAP Unit Commander. Other Air Force/DOD directed missions may have priority over these missions conducted in support of the INS.

f. Each CAP Wing will appoint a mission coordinator to administer this program and make this person known to HQ CAP/DOS (334-953-4225). This person will work with local INS officials, local sheriffs, and local rescue groups to coordinate rescue operations.

g. HQ CAP/DOS will provide the INS Headquarters Office of Policy and Planning a list of authorized CAP Wing INS mission coordinators and their phone numbers.

h. The assigned CAP mission coordinator in each wing will contact the controlling INS sector to report the previous week's activity and verify authorization to continue operations.

i. The INS is authorized direct coordination with CAP personnel who are identified by HQ CAP as mission coordinators for the operation. The INS will direct new/changed requests for CAP mission support to HQ CAP/DO.

j. CAP will utilize its normal chain of command when supporting INS operations.

3. Procedures for issuing Air Force mission numbers to CAP. The mission symbol for CAP support of this task is B-13 in accordance with CAPR 60-1. HQ CAP/DOS will coordinate with HQ CAP-USAF/XO to issue mission numbers to participating CAP wings and CAP wing liaison offices with sequence numbers to be added by the wings. These mission numbers constitute authorization to execute the requested mission (provided all the requirements of paragraphs 1, 2, and 5 are met) and receive reimbursement in accordance with CAPR 173-3 from funds made available by the INS.

4. Public Affairs

a. Requests for information under the Freedom of Information Act (FOIA) will be referred to the INS. CAP files are not subject to release under the FOIA.

b. CAP personnel will not release operations information, such as individuals, names, specific locations, or dates and times in reference to current or future operations, unless specifically authorized by HQ CAP/DO and the INS.

c. CAP may make general media and public affairs releases on this mission without advance approval by the INS. CAP reserves the right to include generic reports on its operations to the media and to Congress.

d. CAP agrees to provide reports on all missions as requested by the INS.

5. Reimbursement Procedures.

a. Each CAP wing performing under this agreement will submit a monthly consolidated request for authorized reimbursable expenses through its CAP Wing Liaison Officer (LO) using a CAP Form 108, no later than the tenth day of the following month. The LO in turn completes a SF 1034 and submits each month's CAP Forms 108 to HQ CAP/FM in accordance with CAPR 173-3 procedures. HQ CAP/FM will pay the SF 1034 claim to the CAP wing and seek reimbursement from the INS as indicated in paragraph c below. Reimbursable expenses include aircraft and vehicle fuel and lubricants, prorata aircraft maintenance, and commercial communications costs and authorized overnight expenses as outlined in b. below. Aircraft flight time shall be reimbursed IAW the CAP Regulation 173-3 reimbursement schedule. A copy of this regulation will be made available to the INS.

b. CAP flight operations in support of INS will be conducted by the CAP unit closest to the area of operations to the maximum extent possible. Should CAP personnel need to remain overnight (RON) in a mission location away from their home base, reasonable lodging and meal expenses not to exceed CAPR 173-3 rates and aircraft tie down fees shall be reimbursed by the INS. Lodging and meal expenses authorized in CAPR 173-3 will not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Joint Travel Regulations. In this case, the following procedures apply:

(1) An INS authorized person must provide written authorization to HQ CAP/DO for the CAP members and aircraft involved.

(2) CAP members requesting RON reimbursement must provide adequate receipts for their lodging and meals.

(3) Such RON expense reimbursements for CAP members shall not exceed the daily rates allowed by CAPR 173-3.

c. HQ CAP/FM shall submit reimbursement requests to INS within 60 days of each month's closeout. Submit such requests to:

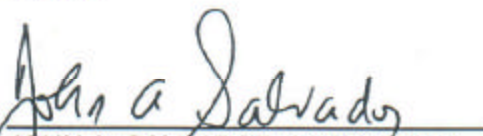
United States Department of Justice
Immigration and Naturalization Service
Office of Procurement
425 I Street, NW
Washington, DC 20536


INS shall process all claims by CAP for reimbursement and issue checks as appropriate within 45 days of receipt of the CAP requests.

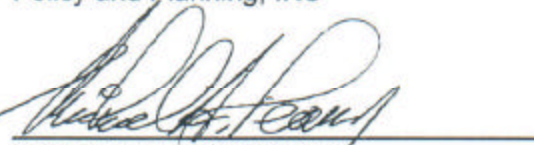
6. **Safety.** Any participant in the interests of safety may suspend all or any part of this mission. The operation of aircraft constitutes a significant potential hazard. Pilots are responsible for their aircraft and the lives of their passengers and crew. The pilot will ensure that authorized passengers are instructed in the principles of aircraft passenger safety. Participating ground crews must remain aware of the potential dangers involved in airport ramp operations.

7. **INS Loan of Equipment.** From time to time, the INS may make equipment available to CAP as needed to complete this mission.


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